CASE # C16-2012-0009

CITY OF AUSTIN ROW-10781009

APPLICATION TO SIGN REVIEW BOARD P-041502-03-22

WARNING: Filing of this appeal stops all affected construction activity.

PLEASE: TYPE AND COMPLETE ALL REQUESTED INFORMATION.

STREET ADDRESS: 4610 S INTERSTATE HY 35
LEGAL DESCRIPTION: Subdivision – GRAND PRIX
Lot(s) Block Outlot Division
I/We Wm F MUNDAY on behalf of myself/ourselves as authorized agent for
5007M Point Hyunday affirm that on, 20_, hereby apply for a hearing before
the Sign Review Board for consideration:
ERECT ATTACH - COMPLETE - REMODEL - MAINTAIN
HP-72-34 HYUNDAI PYCON SIGN
380 41
in a coning district, located within the Expression Confidence Sign
District

The Austin Electric Utility Department (Austin Energy) enforces electric easements and the setback requirements set forth in the Austin Utility Code, Electric Criteria Manual and National Electric Safety Code. The Board of Adjustment considers variance to the Land Development Code, and a variance granted by the Board of Adjustment does not waive the requirements enforced by Austin Energy. Please contact Lena Lund with Austin Energy at 322-6587 before filing your application with the Board of Adjustment if your request is for a reduction in setbacks or height limits.

NOTE: The Board must determine the existence of, sufficiency of and weight of evidence supporting the findings described below. In order to grant your requeste for a variance, the Board must first make one or more of the findings described under 1, 2, and 3 below; the Board must then make the finding described in item 4 below. If the Board cannot make the required findings, it cannot approve a sign variance.

Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional support documents.

VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings:
1. The variance is necessary because strict enforcement of the Article prohibits any reasonable opportunity to provide adequate signs on the site, considering the unique features of a site such as its dimensions, landscaping, or topography, because:
ANY DIMINISHMENT IN SIEN SIZE WOULD CREATE
AN UNFAIR BUSINESS ADVANTAGE WITH RELATED TO
ANY DIMINISHMENT IN SIGN SIZE WOULD CREATE AN UNFAIR BUSINESS ADVANTAGE WITH REGARD TO OR, OUR IMMEDIATE COMPETITION.
2. The granting of this variance will not have a substantially adverse impact upon neighboring properties, because:
OR, 3. The granting of this variance will not substantially conflict with the stated purposes of this sign ordinance, because:
AND,
4. Granting a variance would not provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated, because: other dealerships
lour immediate competition) has similarly sized signs to what we are attemption to sermit
APPLICANT CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.
SignedMail Address P.D. Box 259
City, State & Zip Liberty Hill, TX 78642
Printed Nalk Rocke Phone 5/2-255-3887 Date 5-9-12
OWNERS CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.
Signed Mail Address 4C10 TH 355.
City, State & Zip Austin 18 KAS 78745
Brinted Was F Museum Dhanel 2 200-220 2 5 5 12

City of Austin

Sign Review Board

To Whom It May Concern,

Please accept this letter as written request for granting a sign variance with regard to size at 4610 IH 35 South Austin, Texas 78745. Based on the surrounding business signage and local any diminishment in sign size would create an unfair business advantage with regard to our immediate competition.

The businesses referenced would be Beasley Mazda and their current signage, CarMax and their current signage, Southpoint Nissan and their current signage, Maxwell Ford and their current signage, Southpoint Dodge and their current signage, Champion Toyota and their current signage and Capitol Chevrolet and their current signage.

It is of note that this request would replace a prior sign for Pontiac and GMC of significantly larger dimensions.

If I can be of any assistance please do not hesitate to contact me directly at 512-779-3203. Thank you for your consideration in advance.

Scott A. Stark

Managing Partner

Southpoint Automotive Group

axNetUSA:	Travis County	Pre	Property ID Number: 322736 Ref ID2 Number: 04150203220000						
	NATIONAL STREET	TARKER O BAT	CTATTA A SZ T	PDIIC	Prope	rty De	tails		
Owner's Name	MUNDAY WILL	AANI F & WI	UNDAY	IRUS	Deed D	-		0701199	3
Mailing	MUNDAY TRUST NUMBE	R ONE			Deed V			1198	
Address	PO BOX 1689 AUSTIN, TX 78767-1689				Deed P			0077	
		95			Exempt	-			-
Location	4610 S INTERSTATE HY	59			•	Exempt			F
Legal	LOT 1 GRAND PRIX				ARB Pr	•			F
					Agent C			229	3
Value Information			2011 Certified		Land Acres			6.020	0
Land Value	,		2,622,310.00		Block				
Improvement Va	lue		1,437,131.00		Tract or Lot				1
AG Value				0.00	Docket	No.			
AG Productivity	Vatue			0.00	Abstrac	t Code		S0517	′2
Timber Value	V U.U.			0.00		orhood C	ode	80SO	U
Timber Productiv	itv Value			0.00					
Assessed Value	-		4,0	59,441.00					
10% Cap Value				0.00	Data up to date as of 2012-03)12-03-15	j
Total Value			4.0	59,441.00					
Entity Code	Entity Na	ame	2011 Tax Rate	Assessed Value	V	xable alue	Market Value	Appraise Value	
	•		Tax Rate	Value 4,059,441.00			Value 4,059,441.00		
0A 01	TRAVIS CENTRA AUSTIN I		1.242000	4,059,441.00			4,059,441.00		
02			0.481100	4,059,441.00			4,059,441.00		
03		CITY OF AUSTIN TRAVIS COUNTY		4,059,441.00	•	•	4,059,441.00		
2J		TRAVIS COUNTY HEALTHCARE DISTRICT		4,059,441.00	•	•	4,059,441.00		
68	AUSTIN COMM		0.078900 0.094800	4,059,441.00	=	-	4,059,441.00		
					·				
•	nt Information rovement ID	Sta	ite Categor	v	Des	criptio	n		
269375					SVC/REPAIR GARG				•
269376 269377							CDEALER SH		
						VEHCDEALER SHWRM			
Segment Inf	formation								
Imp ID	Seg ID	Type Code	Descri	ption	Class	Effect	ive Year Bui	ilt Area	
269375	314929	1ST	1st F	loor	S5		1985	19,68	50
269375	314930	1ST	1st F	loor	S5		1985	7,00	00
269375	314931	MEZZ	Mezza	anine	S 5		1985	2,80	00
269375	1453814	093	HVAC CON	MRCL SF	A*		1985	4,50	00
269375	1453815	093	HVAC CON	MRCL SF	A*		1985	2,6	50
							4005		٥٥

1985

1453816

269375

327

STORAGE COMML

Land ID 313973	Type Code LAND	SPTB Code F1	Homesite F	Size-Acres 6.020	Front 0	Depth 0	Size-Sqff 262,231
Land Informati		OPTP 6	44		_		
					Total L	iving Are	ea 39,07 9
269377	1453800	611	TERRACE	CS*	198		2,267
269377	1453799	551	PAVED AREA	AA*	1985		158,000
269377	1453798	551	PAVED AREA	CA*	198	35	24,000
269377	1453797	501	CANOPY	A*	198	35	12
269377	1453796	501	CANOPY	A*	198	35	12
269377	1453795	501	CANOPY	S*	198	35	2,26
269377	1453794	482	LIGHT POLES	**	198	35	26
269377	314927	1ST	1st Floor	C5	198	35	5,47
269376	1453807	611	TERRACE	CS*	198	35	1,74
269376	1453806	501	CANOPY	G*	198	35	1,748
269376	1453805	501	CANOPY	A*	1985		24
269376	314928	1ST	1st Floor	C5	1985		3,95
269375	4120963	1ST	1st Floor	S4	1985		20
269375	1453824	881	COMMCL FINISHOUT	- A*	198	B 5	2,35
269375	1453823	881	COMMCL FINISHOUT	- l*	198	35	4,500
269375	1453822	881	COMMCL FINISHOUT	- A*	198	B5	2,350
269375	1453821	881	COMMCL FINISHOUT	· *	198	B5	2,80
269375	1453820	541	FENCE COMM LF	C6*	198	85	2,00
269375	1453819	501	CANOPY	G*	198	85	3,53
269375	1453818	501	CANOPY	G*	198	B5	100
269375	1453817	501	CANOPY	j*	198	85	720

BOND

ANNUAL BOND

THE STATE OF TEXAS COUNTY OF TRAVIS

repair buildings, and do other work, at various locations use of certain areas and spaces in the sidewalks, streets progress of same; and in such event, will apply to the privileges, that may be granted by the City of Austin will as will appear in the act of the City making such grant, with all laws and ordinances pertinent to such work, and all damages that may be charged against said City as the grant; and it is the intent of the said Liberty Signs, Inc indemnity by this instrument to the extent herein expressed time and location within the City of Austin, for the	and alleys at, adjacent to, or not a City of Austin to grant such a be under such specifications, of which will include and express the provision for indemnity for a result of the exercise of the provision for indemnity to execut, such indemnity to cover all separated at 12:00 a.m.	privileges, and any such conditions, and limitations the obligation to comply the City of Austin against ivileges contained in such ecute such obligation and uch privileges irrespective p.m. May 5, 2012, stin may require additional
KNOW ALL MEN BY THESE PRESENTS:		
THAT we, Liberty Signs, Inc.	, a	s principal, and
Liberty Signs, Inc. shall faithfully limitations fixed by the City of Austin to the use of an ordinances of the City of Austin in the use of such processary safeguards to protect the public around the requirements of the City such sidewalks, guard rails, pherein, there this obligation shall be null and void and of and effect.	are such that if emnity and hold harmless the Control of the said Liberty Signs, Inc. id privileges, and if observe any and all the regay such privileges and all pertirorivileges, and if the work is a site and shall replace or repayable utilities or other property no effect; but otherwise the san	the above bounden assigns by these presents. the above bounden action, or causes of action of Austin, by reason of the above bounden gulations, conditions, and abandoned, shall construct it in accordance with the damaged by the principal
WITNESS OUR HANDS, THIS 30th	DAY OF April	, 2012
APPROVED:	Liberty Signs, Inc.	
BUILDING OFFICIAL	PRINCIPAL Allied Property & Casualty SURETY Attorney-In-Fact	uliner

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation Farmland Mutual Insurance Company, an Iowa corporation Nationwide Agribusiness Insurance Company, an Iowa corporation AMCO Insurance Company, an Iowa corporation Allied Property and Casualty Insurance Company, an Iowa corporation Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint: Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Andy Andersen, Megan L. Bartlett, Bill R. Breckenridge, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Anita R. Calderon, Laura Cateron, Kerry Christensen, Dana R. Clark, Keith E. Clements, Sandra Alitz, Calderon, Cateron, Cat Morgan Collins, Susan K. Corey, Jeff Cose, Donald J. Denner, Janelle Duffy, Janet Dutcher, Paulette M. Dyson, Matthew Gilmer, Grant R. Goodenow, Beth Miller, Cristopher Hansen, David E. Harbeck, Jesse Huston, Aaron J. Jamison, Peter Karney, Diana Kelly, Mike Kuper, Ben Lewis, John Linnenbach, Greg R. Lister, Jeff Mohr, Elizabeth Moore, Stephen Moore, Becky Nichols, Ryan J. O'Lear, Michael Paez, Amy J. Palmer, Spencer Paris, Andy Roby, Ashlee Schuling, Joshua Severson, Larry D. Slegh, Richelle L. Smith, Jeff Thielen, Patricia M. Vermace, Kim Wells, Carmon R. Wilson

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS

(\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents.

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the

23rd day of February, 2011.









(2-8/cm

Gary A. Douglas, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 23rdday of February 2011 before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy AMA (Own Notariol Scot) Complession rumber 152765 My Complession Expires March 24, 2014

Sandy Cluty Notary Public My Commission Expires

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Gary A. Douglas was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the correctors and Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 30th day

April

Golfw How at

This Power of Attorney Expires 03/24/2014








